

WMSC Logistics Services, LLC Freight Terms and Conditions

These WMSC Logistics Services Freight Terms and Conditions (these "WMSC Freight Terms") consist of (1) these WMSC Freight Terms and (2) the Program Policies referenced below. The WMSC Freight Terms are incorporated into the Comprehensive Walmart Marketplace Program Retailer Agreement (the "Agreement") and only apply to shipments transported through the WMSC Logistics Services Freight Program ("WMSC Freight Program" or "Program"). Any WMSC Freight Terms shall be subordinate to the terms of the Agreement and all terms used below but not defined shall have the definitions ascribed to them in the Agreement.

If you book a shipment to the United States, WMSC Logistics Services, LLC ("WMSC" or "we"), for itself or through its agents, arranges international shipping and where applicable customs clearance to move your Cargo from an Origin to a Destination ("WMSC Logistics Services Freight") through the WMSC Freight Program.

BY USING THE WMSC FREIGHT PROGRAM, YOU (ON YOUR BEHALF OR FOR THE BUSINESS YOU REPRESENT) ACCEPT THE TERMS AND CONDITIONS OF THESE WMSC FREIGHT TERMS, [WMSC's TARIFF](#), NEGOTIATED RATE AGREEMENTS APPLICABLE TO YOU, ANY BOOKING ORDERS, ANY WMSC BILLS OF LADING, AND ANY WMSC FREIGHT PROGRAM POLICIES. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THE AGREEMENT, INCLUDING THESE WMSC FREIGHT TERMS, WMSC'S TARIFF, NEGOTIATED RATE AGREEMENTS, ANY BOOKING ORDERS, ANY BILLS OF LADING, AND ANY PROGRAM POLICIES, DO NOT USE THE WMSC FREIGHT PROGRAM.

WMSC may change these WMSC Freight Terms and/or any Program Policies, including introducing entirely new terms on subjects not previously addressed, at any time in its sole discretion. The changes will be effective upon posting of such updates on Seller Center. You are responsible for reviewing the postings and any applicable changes. Your continued participation in the WMSC Freight Program constitutes your acceptance of such changes. If you do not agree to any of the posted changes, do not continue to participate in the WMSC Freight Program.

We may engage any of our Affiliates or any third party to complete one or more of the WMSC Logistics Services Freight outlined below.

WMSC Freight Terms Definitions

"Affiliates" means any entity, which directly or indirectly controls, is controlled by, or is under common control of a Party. For the purpose of the Affiliate definition, "control" means beneficial ownership of more than fifty percent (50%) of the voting shares of the subject entity.

"Bill of Lading" means a bill of lading, waybill, cargo receipt, warehouse receipt, another receipt, or another shipping document, including but not limited to any Tariffs incorporated by or referenced in the foregoing.

"Cargo" means one or more units of Your Product you tender through the WMSC Freight Program.

"Consignee" means the receiver of a freight shipment or an end user or Authorized Party to whom WMSC, Affiliates, or agent is permitted to deliver Cargo, or if applicable, from whom Cargo can be received by WMSC, Affiliates or agent at Destination. Consignee may not necessarily include the ultimate consignee in accordance with applicable laws and regulations.

"Customs Broker" means a person who is licensed or otherwise legally authorized to transact customs clearance services, provide customs representation services and/or transact customs business.

"Destination" means a delivery location in an Eligible Country.

"Eligible Country" means any country where we offer WMSC Freight Program.

"Exporter of Record or EOR" means an authorized person or entity that takes responsibility for the export of goods from an origin country, generally indicating their name on the shipping documentation as the exporter in the country that the goods are dispatched from.

"Hazardous Materials" means hazardous materials as defined by international treaties and conventions, national laws and regulations (e.g. 49 C.F.R. Sections 172.800 and 173 et seq. in the United States) and as defined under any other applicable laws.

"Importer of Record or IOR" means either the owner and/or Consignee of the Product or, when appropriately designated by the owner or Consignee, a person acting on their behalf in accordance with applicable customs laws and regulations.

"Notify Party" means the party identified in any Bill of Lading as the Notify Party (or Second or Additional Notify Party). If the Bill of Lading does not identify a Notify Party, then you are the Notify Party.

"Origin" means a pick-up location in an Eligible Country.

"Special Cargo" means high value goods, bullion, currency, precious metals or stones, fragile goods, chemical goods, pharmaceutical goods, bio or medical goods, biological substances or products or materials, live or perishable goods or plants or animals, refrigerated or temperature-sensitive goods, oversized or out of gauge cargo, and other special goods.

"Tariff" means with WMSC Logistics Services, the tariffs identified in the Program Policies, and with any carrier, the tariffs published by the carrier.

"Unsuitable Units" mean Cargo tendered with inaccurate description in the Booking Order or applicable customs documentation, violates Walmart's, WFS', or WMSC's Prohibited Products Policy, inadmissible in the Destination country in accordance with applicable law, prohibited Hazardous Materials including flammable, explosive, poisonous, corrosive, radioactive goods, or

other goods, in WMSC's sole discretion, are prone to causing damage to shipping equipment or other goods.

WMSC Freight Program

1 Scope of WMSC Freight Program

1.1 Through the WMSC Freight Program, you may ship your Cargo from an Origin to a Destination using the mode of transportation you select from the options provided to you depending on the Origin (e.g., air, ocean, rail, and/or road), as specified in the Program Policies. WMSC may modify the available modes of transportation at any time.

1.2 You must follow the Program Policies and comply with applicable laws when you use the WMSC Freight Program, including our requirements for tendering Cargo, all legal and regulatory requirements of the Origin and Destination, and our carriers' shipping requirements.

1.3 You are responsible for all costs to ship your Cargo using the WMSC Freight Program, including, but not limited to, freight charges, insurance, export, customs, duties, taxes, and other charges, regardless of the source.

1.4 We, or any Walmart Affiliate, may decline to ship any Cargo for any reason at our/its sole discretion, including, without limitation, (a) inaccurate description in the Booking Order or applicable customs documentation, (b) violation of Walmart's, WFS', or WMSC's [Prohibited Products Policy](#) as set forth in the Agreement (c) inadmissibility of cargo in the Destination country in accordance with applicable law or (d) (1) Hazardous Materials, flammable, explosive, poisonous, corrosive, radioactive goods, (2) goods of an otherwise dangerous or hazardous nature, or (3) other goods, in WMSC's sole discretion, prone to causing damage to shipping equipment or other goods (collectively, "Unsuitable Units"). You will not tender Unsuitable Units. In the event that you tender Unsuitable Units to us, we may return Unsuitable Units. In the event of the return of Unsuitable Units, all costs for return shall be at your sole cost and expense. Alternatively, we may re-package/re-label such Unsuitable Units for shipment and assess an administrative fee, as specified in the Program Policies or destroy the goods if required by applicable laws.

1.5 Title of the goods in a shipment, notwithstanding any lien rights, shall not transfer to WMSC or any Walmart Affiliate, unless otherwise specified and agreed in writing. WMSC assumes risk of loss for Cargo transported through the WMSC Freight Program in accordance with the INCOTERMS indicated on the Bill of Lading, WMSC's tariff, and these WMSC Freight Terms. Notwithstanding the foregoing, the Agreement governs risk of loss once Cargo arrives at a WFS fulfillment center at the Destination.

1.6 You authorize each carrier and/or customs broker to release to us any shipment related information, including tracking information.

1.7 Tariffs, Program Policies, accepted Booking Orders, Bills of Lading, and any notices issued by us or our carriers ("Notices") are a part of these WMSC Freight Terms and may provide additional and different terms for specific modes of transportation, Eligible Countries, tasks, or shipments.

2 Booking Orders

2.1 You select the mode of transportation for a shipment when you complete an order for WMSC Logistics Services Freight on Seller Center (a "Booking Order"). Should you proceed with a booking after receiving a quoted rate, the Booking Order becomes a part of these WMSC Freight Terms. WMSC or WFS may object or reject Booking Orders at any time at their sole discretion.

2.2 You may cancel or change any accepted Booking Order (e.g., change the Origin or Destination, transit port, or shipping method) by notifying us through Seller Center or other means specified by us in writing within the lead time for cancellations or changes specified in the Program Policies.

2.3 After the lead time for cancellations or changes expires, we will use commercially reasonable efforts to accommodate any requested cancellation or change requested by you in writing via Seller Center or other means specified by us but may assess an administrative fee, as specified in the Program Policies, or decline to accommodate the cancellation or change for any reason.

2.4 We will confirm whether we can accommodate any cancellation or change request within a reasonable time. No cancellation or change is effective until our written confirmation and your payment of any fees we assess. You are responsible for any fees or other consequences resulting from cancelling or changing a Booking Order.

2.5 If we are unable to load your Cargo due to issues with our carrier or any of our subcontractors, we will use commercially reasonable efforts to timely notify you and assist in arranging alternate services.

2.6 Unless otherwise specifically specified as a guaranty in a WMSC booking confirmation, all shipment origin departure dates and destination arrival dates are estimates and shall not be considered guaranteed.

2.7 You must coordinate each shipment with the exporter of record ("EOR") and the importer of record ("IOR"). As applicable, you must timely notify us of the Origin and Destination and your desired door-to-door packing, pick-up, and delivery days. You will timely provide us with any other delivery information we reasonably request.

2.8 Walmart, WFS, WMSC, or any Walmart Affiliate is not the exporter or importer of record for any shipment under the WMSC Freight Program. You must not identify Walmart, WFS, WMSC, or any Walmart Affiliate as the exporter or importer of record for any shipment.

3 Special Cargo

3.1 You must not, and will ensure that all EORs do not, use the WMSC Freight Program to transport Special Cargo unless we provide written approval of a Special Cargo the shipment in advance.

3.2 To request approval to ship Special Cargo, you must provide a written request through Seller Center or other means specified by us that conspicuously and accurately describes the labeling, packaging, nature, quantity, and size of the goods, the preventive measures you employ to minimize associated risks, and any special requirements for loading, unloading, handling, and shipping. WMSC may at its sole discretion accept such Special Cargo on terms mutually agreed upon by the parties.

4 Export and Import Documents

4.1 You will ensure the EOR delivers a full and complete set of clean customs declaration materials to us to facilitate the export of your Cargo from the Origin and if applicable the importation into the Destination, including contracts, commercial invoices, commodity inspection and other relevant certificates, licenses, settlement verification sheet, customs declaration form, packing lists, relevant approvals, and other information requested by us.

4.2 You are responsible for the authenticity, lawfulness, and completeness of the Booking Order, shipping instructions, requisite Importer Security Filing (“ISF”) and Verified Gross Mass (“VGM”) data, and the declaration materials and other documentation or information provided to us. You will promptly update any information about Cargo consistent with our requirements and as necessary to ensure the information is and remains accurate and complete.

5 Tender and Inspection of Cargo

5.1 You will ensure the EOR obtains the empty ocean carrier container from the origin port, packs your Cargo (unless you engage us to palletize or consolidate your cargo), and either ships it to our designated collection point or makes it ready for pick-up at the packing/pick-up times specified in the accepted Booking Order. Also, your EOR or other service provider obtaining the container must inspect the container and notify us of any deficiencies. Should your EOR or other service provider accept the container, you have accepted the container as is in apparently good condition.

5.2 Except otherwise agreed in writing, we will treat all Cargo as common goods requiring the lowest level of handling or service and no storage, stowage, or handling restrictions. You will be responsible for any damages or loss directly caused by any breach of this requirement.

5.3 We may, but are not required to, inspect the name, specifications, quantity, and packaging of any tendered Cargo. We are not liable for any consequences resulting from discrepancies between the information you provide in the shipping instructions (SI), Booking Order, or applicable customs documentation and the actual tendered Cargo, regardless of whether we inspect the Cargo.

5.4 If consolidation services are provided, you will ensure the EOR packs all Cargo in accordance with applicable law and any of our requirements or the requirements of our carriers. We may reject any tendered Cargo, at our sole discretion, if we discover that the external packaging does not appear to be intact, unless, upon special request from you, we agree in writing to ship Cargo with broken or inadequate external packaging. In such a case, we will not be liable for any loss of or damage to the Cargo.

6 Shipping Cargo / Abandoned or Loss Cargo

6.1 As applicable, we will arrange shipping equipment, personnel, and other facilities for your Cargo with a carrier or subcontractor.

6.2 If your Cargo is abandoned, refused entry, seized or impounded by a governmental authority during the transit or at the Destination, the IOR fails to take delivery on time or abandons the Cargo, or any other reason the Cargo cannot be delivered to the Destination (except due to the acts or omissions of us), or if the cargo is determined to be a loss and alternative arrangements must be made; you will pay any and all resulting fees and expenses (including but not limited to, shipping fees, demurrage and detention fees, custody fees, warehousing and storage fees, cost of re-export or return to the Origin, disposition fees in auction, sell-off or disposal fees, destruction costs) and bear all the related risks and liabilities. We shall have sole discretion to determine the manner of disposition of such Cargo. Cargo that is not otherwise subject to a customs or other hold, shall be deemed abandoned if you have not caused it to be picked up within thirty (30) days of its availability for pick-up date.

6.3 We may re-direct or change the Destination of a shipment without your written approval for any reasonable cause, including, but not limited to, inclement weather or carrier changes in routing. In the event of such re-direction or change, you may be responsible for additional costs upon notice.

7 Customs Clearance

7.1 If you elect to use a customs clearance provider offered through WFS' Seller Center, you must provide us with a full, accurate, and complete set of required documents issued for a shipment. Upon our receipt of such documents, unless otherwise instructed in writing, we will provide that documentation to the selected customs broker to process your Cargo entry through customs at the Destination. For clarity, you may choose any customs broker you wish and are not required to choose a broker offered through WFS' Seller Center.

7.2 You may designate yourself or any party (other than Walmart, WFS, WMSC or their Affiliates) as the EOR and/or IOR for each of your shipments. The EOR is the actual exporter of your Cargo in the Origin. The IOR is the actual importer of record of your Cargo in the Destination as defined in accordance with applicable customs laws. The EOR and IOR retain sole responsibility for importing and exporting your Cargo. If you fail to designate any EOR or IOR, you will be listed as the EOR or IOR by default and assume all legal and regulatory responsibilities.

7.3 Walmart, WFS, WMSC, and their Affiliates will not act as (a) the EOR for your Cargo, or (b) the IOR for your Cargo. In the event that you appoint Walmart or its Affiliates as an EOR or IOR, this shall be a material breach of these WMSC Freight Terms. If you list Walmart, WFS, WMSC or any of its Affiliates on any import documents, we may refuse to accept the Cargo covered by the import documents and collect any costs incurred by or assessed against Walmart, WFS, WMSC or any of its Affiliates from your Seller Account or recover such costs by other means at our election.

7.4 If you select a customs broker offered through the WFS Seller Center, you will ensure that the EOR and IOR execute and deliver, upon our request, a Power of Attorney and each other document or instrument required for the designated customs broker to proceed with customs clearance and related activities on the goods.

7.5 You must keep a copy of all shipping documents and information provided to the EOR or to Walmart, WFS, WMSC and their Affiliates for at least five (5) years and pay all fees, costs, taxes, and charges related to customs clearance and similar formalities, including any storage or related costs pending clearance or other disposition.

7.6 You will promptly assist us in resolving any problems with a shipment attributable to you, Your personnel, the EOR, or the IOR. You will promptly advise us of any "hold" order, including, but not limited to, inspection, detention, or seizure, issued by any customs officials and provide all details about such "hold" order. You authorize us to seek the right, in accordance with applicable laws, to manipulate Cargo under customs supervision to allow other Cargo not subject to inspection, detention, or seizure, to proceed.

8 Insurance

In addition to the insurance requirements set forth in the Agreement, if you participate in the WMSC Freight Program, you must choose whether to insure your shipment for the risks that may be associated with the WMSC Freight Program, including (a) all marine risk, air cargo risk, and property insurance for Cargo covering the entire loss, and (b) third party liability insurance and public liability insurance. Unless otherwise purchased separately, WMSC, WFS, or any Walmart Affiliate do not provide any insurance for your shipments.

9 Compensation for the WMSC Freight Program

9.1 Shipping Fees. The fees and other costs for WMSC Logistics Services Freight are as set forth in the Booking Orders, Program Policies, Negotiated Rate Agreements applicable to you, and WMSC's Tariffs. You will pay all fees and costs for your shipments at the Destination, regardless of whether you are the IOR. All fees related to the WMSC Freight Program shall be denominated in United States Dollars (USD).

9.2 Service Fee Estimate. We will provide an estimate of the end-to-end freight fee, and if elected, customs clearance fee, or palletization and loading fee, for a shipment based on the information provided in the Booking Order (the "Preliminary Estimate"). If you elect to have your Cargo picked up, we will contact you within 48 hours of accepting a Booking Order to provide an estimate of our fee to pick up your Cargo (the "Collection Fee Estimate"). Neither the Preliminary Estimate nor the Collection Fee estimate include export and import duties and taxes, accessorial charges, and any fees for other services, such as WFS commissions and fees. The actual charge may differ from the estimate if the weight, size, or dimensions of your Cargo, as determined by us or our carrier, differs from what is reported in the Booking Order.

9.3 Accessorial Charges. You must pay any accessorial charges specified in a Bill of Lading, the Program Policies, or any Tariffs ("Accessorial Charges") if any of the circumstances triggering such accessorial charges occur during a shipment. In addition to Accessorial Charges, you must pay any additional costs or expenses reasonably incurred for the benefit of your Cargo, protecting any other property from your Cargo, or arising due to any force majeure event or otherwise arising under any Bill of Lading.

9.4 Taxes. You are responsible for any value added tax or similar taxes (if any) arising out of WMSC Freight Program. All fees and charges payable by you in the WMSC Freight Program are exclusive of taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("Indirect Taxes"). You will inform us as reasonably required to determine whether we must collect Indirect Taxes from you. We will not collect, and you will not pay, any such Indirect Tax or duty for which you furnish to us a properly completed exemption certificate or a direct payment permit certificate or for which we may claim an available exemption from Indirect Tax. All payments made by you to us through the WMSC Freight Program will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) must be withheld on any payment, you will pay such additional amounts as are necessary so the net amount received by us is equal to the amount then due under these WMSC Freight Terms.

9.5 Proceeds. We may keep all proceeds of any Cargo we dispose of or to which title transfers, including returned, damaged, or abandoned Cargo. You will have no security interest, lien, or another claim to the proceeds we receive in the sale, fulfillment, and/or shipment of such Cargo. Furthermore, in such cases, you authorize WMSC, Affiliates and agents to return containers to carriers or terminals at our discretion free of any encumbrances.

9.6 Payment. We will charge your Walmart Marketplace Seller Account account for your shipment upon its delivery to Destination or as the fees, costs or expenses are incurred. You will receive a statement of fees and any additional costs or expenses incurred relating to but not limited to: the benefit of Cargo, protecting any other property from Cargo, force majeure event, customs inspection of animals and plants, hygiene inspection, commodity inspection, or customs inspection of Cargo. We will debit these statement amounts, as updated, from your Seller Account automatically without additional notice, and you expressly consent to each debit we make from your Seller Account. You will receive a debit note reflecting the amounts we debit from your Seller Account. A debit note may contain additional or different terms and conditions applicable to your Seller Account, payment obligations, credit, or other matters regarding your relationship with us; any additional or different terms provided by us in a debit note shall prevail over anything to the contrary.

9.7 Lien. If we cannot deduct the fees, charges, costs, and taxes through your account due to an invalid payment card or other reasons, we may immediately terminate these WMSC Freight Terms and seize or assert or foreclose upon a lien or otherwise take action upon or against any goods provided by you, and/or withhold such documents and files, including but not limited to any Bill of Lading, other shipping documents, or verification sheet, and charge you a late fee of 0.3% for each day of delay, until all of such fees and amounts and any other sums owed by you to us from prior transactions are paid off, and you will bear any liabilities, expenses, and risks caused therefrom. Our rights are cumulative and not limited by any provision of the Agreement, Program Policies, or otherwise limited by any agreement, writing, publication, Tariff, document, or interpretation of the foregoing. Any lien we assert regarding any goods secures payment of freight, charges, costs, taxes, and other applicable sums on such goods plus any other sums due and owing regarding any prior shipments, contracts, goods, services, or obligations.

10 Indemnity

10.1 In addition to your indemnification obligations in the Agreement, you also agree to protect, defend (at our option), and hold WMSC, Walmart, Inc. and all Affiliates (and our and their respective officers, employees, shareholders, directors, agents, and representatives) harmless from and against any and all liabilities, costs, losses, damages, judgements, fines, penalties, interest and expenses (including reasonable attorneys' fees and disbursements of counsel, court costs, and costs of any investigation, defense and settlement) arising out of any actual or alleged action, allegation, claim, demand, lawsuit, legal proceeding, administrative or other proceedings or litigation, inquiry, audit, or investigation (collectively, a "Claim") (regardless of whether such matters are groundless, fraudulent, or false) that arise out of or relate to any actual or alleged: (a) breach of these WMSC Freight Terms or Product Policies, (b) the Cargo (whether title has transferred to us or not), including any personal injury, death, or property damage or delay; (c) any actual or alleged violation, misappropriation, or infringement of any intellectual property or proprietary rights in connection with the Cargo, (d) any violation of Law, (e) any taxes assessed, incurred, or owed in connection with the Cargo or pursuant to these WMSC Freight Terms; or (f) any information about the Cargo that you, Your personnel,

the EOR, or the IOR provides or fails to provide, including inaccurate or omitted information in any Booking Order or customs declaration materials.

10.2 Indemnification Procedure. You shall promptly notify us in writing of the assertion, filing or service of any Claim or other matter that is or may be covered by this indemnity, and shall immediately take such action as necessary or appropriate to protect the interests of WMSC, WFS, Walmart, Inc. and its Affiliates, respective officers, employees, shareholders, directors, agents and representatives. You shall promptly notify us in writing of the legal counsel that you propose to engage to defend the interests of any Walmart related indemnitee in such matter. Such legal counsel shall strictly comply with Walmart's Indemnity Counsel Guidelines. If any Walmart indemnitee determines that such legal counsel has not represented, defended, or protected a Walmart indemnitee's interests in accordance with Walmart's Indemnity Counsel Guidelines, or reasonably believes your legal counsel is unwilling or unable to do so, the Walmart indemnitee may replace such counsel with other counsel of its own choosing. In such event, any fees and expenses of such new counsel, together with all expenses or costs incurred because of the change of counsel, shall be paid or reimbursed by you as part of its indemnity obligation under these WMSC Freight Terms. Further, you will provide, at your sole cost and expense, all cooperation, documentation, and information reasonably requested by a Walmart indemnitee in connection with any Claim. The Walmart indemnitee shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against Walmart, and its affiliates, respective officers, employees, shareholders, directors, agents and representatives, and you will not settle or resolve any portion of any such claim or lawsuit without the Walmart indemnitee's prior written approval.

12 Disclaimer

NEITHER WE NOR ANY WALMART AFFILIATE MAKES ANY REPRESENTATION OR WARRANTY AS TO THE SEAWORTHINESS, AIRWORTHINESS, ROADABILITY, SAFETY, OR SUITABILITY OF ANY SUBCONTRACTOR'S VESSEL, CRAFT, VEHICLE, OR EQUIPMENT OR OTHER CONVEYANCE OR WAREHOUSE OR OTHER FACILITY OR SPACE.

13 Termination; Effect of Termination

13.1 These WMSC Freight Terms shall continue until terminated by you or by WMSC in accordance with these WMSC Freight Terms. Either party may at any time, terminate these WMSC Freight Terms with or without cause, as set forth in this Section. If we discontinue the WMSC Freight Program, or terminate these WMSC Freight Terms, we may do so immediately, upon notice to you. We will, as directed by you, use reasonable effort to return or dispose of affected Cargo at your sole cost and expense. If you fail to direct us to return or dispose of the affected Cargo within thirty (30) days after termination (or as otherwise specified in the Program Policies), we may elect to return and/or dispose of the Cargo as we see fit at your sole cost and expense. You may terminate your participation in the WMSC Freight Program upon at

least thirty (30) days prior written notice to us; provided however, all Bookings and Cargo currently tendered to us shall continue to be governed by these WMSC Freight Terms.

13.2 Upon any termination of these WMSC Freight Terms in a particular country, all rights and obligations of the parties under these WMSC Freight Terms in such country will be extinguished, except that the following terms will survive: Sections 1 and 7 through 16, and any terms addressing the rights and obligations of the parties regarding (a) Cargo received or stored by us on the termination date, (b) any sums or refunds due and owing to us, and (c) interpretation and enforcement of these WMSC Freight Terms.

13.3 No termination of these WMSC Freight Terms will relieve a part of any liability or obligation that accrued prior to such termination or expiration.

14 Additional Representations

You represent and warrant to us that (a) you have all necessary rights to ship your Cargo from the Origin to the Destination; (b) you are not listed on the U.S. Department of Treasury's Specially Designated Nationals List or the U.S. Department of Homeland Security's UFLPA Entity List and (c) all Cargo and its packaging will comply with all applicable marking, labeling, quality, security, safety, environmental protection, forced labor, and other requirements of applicable Law, the Program Policies, and our carrier's shipping requirements.

15 Bills of Lading

15.1 If we or the carrier issue a Bill of Lading to you or the EOR (the "Shipper"), then the Bill of Lading is made a part of these WMSC Freight Terms. You must verify that each Bill of Lading lists you as the Shipper, consignee, or Notify Party.

15.2 We are only responsible for the security and safety of Cargo that is identified on a Bill of Lading issued through the WMSC Freight Program, and always subject to the limitations and restrictions provided under these WMSC Freight Terms.

15.3 We or our carrier will only issue an electronic Bill of Lading. You consent to the use of electronic Bills of Lading, and the use of electronic signatures.

16 Limitation of Liability

16.1 With regard to any damage to, loss, delayed delivery, or error in delivery of Cargo through the WMSC Freight Program, we will be held liable under the terms and conditions of the Bill of Lading, WMSC's Tariff, and these WMSC Freight Terms.

16.2 Only you can pursue claims against WMSC (not the carrier) and pursuant to the terms of these WMSC Freight Terms. You are the only party that may enforce any rights under these WMSC Freight Terms or any Bill of Lading.

16.3 IF WE ACT AS A NVOCC OR AN OCEAN FREIGHT FORWARDER, OUR LIABILITY WILL NOT EXCEED THAT OF ANY CARRIER, SUBCONTRACTOR, OR PROVIDER, OR ANY SUBCONTRACTOR AT ANY LEVEL OF ANY OF THE FOREGOING, AND WE WILL HAVE THE FULL BENEFIT OF EVERY LIMITATION OF LIABILITY SET FORTH IN THESE WMSC FREIGHT TERMS AND APPLICABLE LAWS AND TREATIES.

16.4 YOU AUTHORIZE US TO NEGOTIATE AND ENTER INTO ANY LIMITED LIABILITY TERMS AND CONDITIONS WITH ANY CARRIER, SUBCONTRACTOR, PROVIDER, OR OTHER PARTY ASSISTING WITH OR PROVIDING ANY SERVICE PURSUANT TO THESE WMSC FREIGHT TERMS. TO THE EXTENT THAT ANY SUCH CONTRACT, BILL OF LADING OR OTHER SHIPPING DOCUMENT PROVIDES FOR A LOWER LIABILITY THAN IS OTHERWISE AGREED UPON BETWEEN YOU AND US IN THESE WMSC FREIGHT TERMS OR THE BILL OF LADING, WE WILL HAVE THE BENEFIT OF SUCH LOWER LIMITATION OF LIABILITY AS BETWEEN SHIPPER AND US AS IF SUCH LIMITATION WERE DIRECTLY NEGOTIATED BY SHIPPER FOR ITS OWN BENEFIT, EXCEPT IN INSTANCES IN WHICH YOU HAVE REQUESTED AND RECEIVED INCREASED CARGO LIABILITY COVERAGE IN ACCORDANCE WITH THE TERMS OF THESE WMSC FREIGHT TERMS.

16.5 IF A SHIPPER SUSTAINS A LOSS, SHORTAGE, DAMAGE, OR CONTAMINATION OF CARGO DURING SHIPPING DUE TO REASONS ATTRIBUTABLE TO US, YOU, ON YOUR OWN BEHALF OR ON BEHALF OF ANY SHIPPER SHALL SUBMIT A CLAIM TO US UNDER THE CLAIMS PROCESS IN THE PROGRAM POLICIES.

16.6 IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OR RELATED TO THESE WMSC FREIGHT TERMS. OUR MAXIMUM LIABILITY FOR ANY LOSS OR LIABILITY UNDER THESE WMSC FREIGHT TERMS WILL NOT EXCEED THE AMOUNT DETERMINED BY APPLICATION OF THE TERMS PROVIDED IN A BILL OF LADING PROVIDED BY US.

16.7 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE WMSC FREIGHT TERMS OR THE AGREEMENT, OUR CUMULATIVE LIABILITY FOR COMPENSATING SHIPPER FOR ANY LOSS OR LIABILITY IN ALL CIRCUMSTANCES WILL BE NO MORE THAN 500 USD PER CONTAINER.

16.8 THE LIMITATION OF LIABILITY OF OCEAN BILLS OF LADING APPLIES BY FORCE OF CONTRACT FOR INLAND PORTIONS OF THROUGH BILL OF LADING MOVEMENTS OF GOODS BY WATER CARRIERS. WE ARE NOT LIABLE FOR ANY LOSSES OR DAMAGES WHICH ARE NOT EXPLICITLY PROVIDED UNDER THE AGREEMENT TO BE ASSUMED BY US. THE TITLE TO THE DAMAGED CARGO WILL VEST IN US UPON OUR PAYMENT OF COMPENSATION.

16.9 WE WILL NOT BE HELD LIABLE FOR DAMAGE TO, SHORTAGE, CONTAMINATION, DETERIORATION, DELAY, OR LOSS OF CARGO CAUSED BY REASONS ATTRIBUTABLE TO THE

INHERENT NATURE OR VICE OF THE CARGO, REASONABLE WEAR AND TEAR OF THE CARGO, OR ANY FAULT OF YOURS, YOUR PERSONNEL, THE EOR, OR THE IOR.

16.10 YOU ACKNOWLEDGE THAT YOU HAVE READ KNOW AND UNDERSTAND ALL OF THE PROVISIONS OF THESE WMSC FREIGHT TERMS, INCLUDING PROVISIONS ON OUR DISCLAIMER AND LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT PRIOR TO ACCEPTING THESE WMSC FREIGHT TERMS, WE HAVE SPECIFICALLY NOTIFIED YOU OF ALL SUCH DISCLAIMERS AND LIMITATIONS OF OUR LIABILITY ACCORDING TO THE REQUIREMENTS UNDER THE APPLICABLE LAW, AND HAVE RESPONDED TO ALL THE QUESTIONS RAISED BY YOU.

17 Governing Law and Dispute Resolution

Notwithstanding anything to the contrary in the Agreement, the formation, validity, interpretation, and performance of these WMSC Freight Terms, and any dispute arising under the Agreement, will be governed by the laws of the State of New York, United States of America, without regard to its conflicts of laws principles. Each party irrevocably submits to the exclusive jurisdiction and venue of the state or federal courts in the State of New York, United States of America. Each party hereby agrees not to commence or prosecute any such claim, action or proceeding other than in the aforementioned courts. The parties' rights and obligations are not governed by the United Nations Convention on Contracts for the International Sale of Goods. The Parties acknowledge that they have read, know, and understand this clause and agree willingly to its terms.

Program Policy: Claims Process

(i) Notice of claims for loss or damage to lading must be filed in writing by you with us within nine (9) months from date of delivery, or scheduled date of delivery for lost lading, or absent a scheduled delivery date, the filing period will begin after a reasonable time has elapsed for delivery, and legal action will be commenced by you within two (2) years from the date we give you written notice that we are disallowing the claim or any part of the claim. If you booked a shipment from the United States, claims will be filed and resolved under United States federal regulations codified at 49 C.F.R. Part 370, except as modified by this Agreement, regardless of the country in which the alleged loss or damage occurs or the mode of transportation in which it occurs.

(ii) Subject to subsection (iii) below, if we allege undercharges, or you allege overcharges, duplicate payment, or overcollection, notice of such claims or unidentified payments must be given within 180 days of receipt of the invoice, and legal action must be filed within eighteen (18) months of delivery or tender of delivery of the shipments. If you booked a shipment from the United States, the processing, investigation, and disposition of overcharge, unidentified payment, duplicate payment, or overcollection claims will be governed by present federal regulations codified at 49 C.F.R. Part 378, except as modified by this policy, regardless of the country in which the alleged loss or damage occurs or the mode of transportation in which it occurs.

(iii) If your claim is fully or partially accepted by us, or it is determined that we overcharged you, we may, at our sole discretion, elect to credit your account with an amount determined by us to be full satisfaction of the claim or overcharge. If the amount credited to your account is less than the amount demanded by you, we will furnish a written or electronic communication to you stating the reasons for our decision. You will have thirty (30) days to contest the amount credited to your account in writing from the date you receive our written or electronically communicated decision. Your failure to contest the amount credited to your account within this timeframe will constitute a waiver by you of any right to contest the payment of the Claim or overcharge and will constitute a complete settlement of the Claim or overcharge.

Program Policy: Additional Terms for Ocean Transportation

(i) You will submit the Booking Order to us at least ten (10) days prior to the anticipated loading of Cargo (if shipment by sea occurs).

(ii) During the peak seasons for shipment by sea (from June to October and one month prior to the Lunar/Chinese New Year each year), you will submit the Booking Order to us at least fourteen (14) days before goods are loaded.

(iii) If your request to change or cancel any booked space (including to renegotiate the shipping price or any fees), then you must notify us in writing at least three (3) days before goods are loaded.

(iv) You are responsible for coordinating with the EOR and each shipper and will timely notify us with the door-to-door packing, pick-up or delivery time, and location determined by based on the date of loading.

(v) You will ensure that you or your EOR or your shipper makes the goods ready for delivery to us at least seven (7) days prior to the loading date.

(vi) Our billing for detention and demurrage will be assessed at cost and passed through according to the data we receive from the ocean carrier. You will hold harmless, defend, and indemnify WMSC from any and all claims, actions, suits, charges, and judgments, whatsoever that arise out of the detention and demurrage charges issued by carriers.

(vii) Our tariff and a copy of the form Bill of Lading, including the terms thereto, are available at www.dpiusa.com. A copy of the current form Bill of Lading may be found at https://members.dpiusa.com/tariffs/fmc_organization/?utf8=%E2%9C%93&search=wmsc. The form Bill of Lading is subject to change. The tariffs are subject to change. You must review each Bill of Lading issued by us at the time of each shipment and for ensuring you know of any changes to any Bill of Lading or tariff.

(ix) This clause (ix) applies to ocean services in the U.S. trade lanes: you represent and warrant that you are the owner of the Cargo, the person for whose account the ocean transportation is provided, or the person to whom delivery is to be made. For recordkeeping and audit, a copy of this policy and relevant Bills of Lading, Booking Orders, statement records and debit notes, and amendments thereof will be maintained by WMSC Logistics Services LLC. for five (5) years. This information may be retrieved by selecting "Help" --- "Shipping/Customs Documents" on Seller Center.